

TERMS AND CONDITIONS OF USE

(Event Management Solutions LLC)

These Terms and Conditions of Use (the “Terms”) are between **Event Management Solutions LLC**, and/or its affiliates (“EMS”), and the person or entity (the “Visitor”) that that visits the EMS websites (www.emsuiteonline.com, www.emsscanning.com, www.tc-tracker.com, and www.iaemstraining.com) (the “Websites”). These Terms govern access to and use of the Websites.

BY ACCESSING OR USING THE WEBSITES, EACH VISITOR ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS as well as EMS’s Privacy Policy (the “Privacy Policy”).

These Terms and the Privacy Policy govern Visitor’s access to and use of the Websites and all content accessible through the Websites without entering into a Service Agreement or creating an account with EMS for design, organization, and promotion of in-person, hybrid, or virtual events, including registration, reservation, evaluations and reporting, attendance tracking, analytics, and other services and features (the “EMS Service”) and the products and services available in connection with such a subscription. These Terms shall also apply to any third-party hardware or software purchased by the Visitor through EMS.

ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE, OR COMMUNICATION ISSUED BY VISITOR TO EMS AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY EMS, SHALL BE WHOLLY INAPPLICABLE TO THE EMS SERVICE, AND SHALL NOT BE BINDING IN ANY WAY ON EMS.

Notices and Electronic Communications. Visitor consents to receive electronic communications, and Visitor agrees that all agreements, notices, disclosures, and other communications that EMS may provide electronically, via email, or by posting on the Websites, satisfy any legal requirement that such communications be in writing or be delivered to Visitor.

Changes. EMS reserves the right, in its sole discretion, to amend, modify or replace these Terms. The most current version of the Terms posted on the Websites will supersede all previous versions. It is the obligation of the Visitor to periodically review the Terms to stay informed of any updates. Visitor acknowledges and agrees that the posting of such updated Terms to the Websites shall constitute notice to Visitor, effective immediately upon posting.

Intellectual Property. All content that appears on the Websites, including text, logos, graphics, images, audio clips, software, and data compilations is the property of EMS or its suppliers (and the compilation thereof is the exclusive property of EMS), and is protected by United States or international copyright laws. The name “Event Management Solutions” and all graphics and logos related thereto are the exclusive property of EMS and may not be used in connection with any product or service that is not EMS’s, in any manner that discredits or disparages EMS or in any manner that is likely to create confusion regarding the EMS service and products or the “Event Management Solutions” name. All other trademarks appearing on the Websites are the property of the respective owners (including, without limitation, EMS, its suppliers, vendors, partners and customers) who may or may not be connected to or affiliated with EMS. Visitor shall comply with any and all end-user license or other agreement applicable to the use of any third party product or service acquired from EMS.

Access. Subject to Visitor’s compliance with these Terms, EMS hereby grants Visitor a non-exclusive, non-transferable, freely revocable right to access and make personal use of the Websites (“Access Right”). This Access Right does not include any right to access or use any other product or service that is accessible only upon entering into a Service Agreement and creating an account for the EMS Service. This Access Right does not provide Visitor with any right to and Visitor shall not sell, copy, or commercially use or exploit the Websites,

the Websites' contents, or the EMS Service. This Access Right does not provide Visitor with any right to and Visitor shall not (i) obtain or attempt to obtain or access account information of EMS's users or (ii) utilize data mining, robots or similar tools to gather or extract data pertaining to the Websites or their respective users.

No Warranty.

EMS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE WEBSITES, THE EMS SERVICE, OR ANY PRODUCTS OR SERVICES RECOMMENDED BY OR PURCHASED THROUGH EMS. EMS PROVIDES THE WEBSITES, THE EMS SERVICE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY EMS ON AN "AS-IS, WHERE-IS" BASIS.

EMS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the foregoing, Visitor acknowledges and agrees that EMS does not and cannot warrant or guarantee that (i) the EMS Service will operate without errors, (ii) that the EMS Service will be available and operational at all times, (iii) that the EMS Service will always be accessible or available; or (iv) the EMS Service will be available on a specified date or time or have the capacity to meet the demands of any user during specific hours. Visitor further acknowledges and agrees that EMS has no control whatsoever over, and no responsibility whatsoever for (i) the availability, speed, or quality of the internet service, (ii) the connections between the internet and any user's hardware, fixtures, and systems; or (iii) the failure of any of the foregoing that prevents access to or use of the EMS Service by any user or others trying to access the EMS Service.

Limitation of Liability.

Exclusions. **IN NO EVENT WILL EMS OR ANY OF ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, OWNERS, OR AGENTS (COLLECTIVELY WITH EMS, THE "EMS PARTIES" AND EACH AN "EMS PARTY") BE LIABLE TO ANY VISITOR OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITES OR THE EMS SERVICE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE, OR OTHER TORT OF ONE OR MORE EMS PARTIES, OR ANY OTHER LEGAL THEORY, EVEN IF ONE OR MORE PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.**

IN NO EVENT WILL ANY OF THE EMS PARTIES BE LIABLE TO ANY VISITOR OR ANY OTHER PERSON FOR ANY TYPE OR AMOUNT OF DAMAGE, LOSS, COST, OR EXPENSE THAT VISITOR OR SUCH OTHER PERSON MAY SUFFER OR INCUR, EVEN IF THE EVENT LEADING TO SUCH DAMAGE, LOSS, COST, OR EXPENSE WAS CAUSED BY THE NEGLIGENCE OR OTHER TORT OF OR A BREACH OF ANY CONTRACTS BY ONE OR MORE EMS PARTIES, ARISING OUT OF OR RESULTING FROM (A) UNAUTHORIZED ACCESS TO OR USE OF EMS'S SERVERS, SOFTWARE, SYSTEMS, TRANSMISSION FACILITIES, PREMISES, OR EQUIPMENT OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN; (B) UNAUTHORIZED ACCESS TO OR ALTERATION TO CONTENT PUBLISHED ON OR THROUGH THE WEBSITES; (C) UNAUTHORIZED ACCESS TO OR USE OF THE USER NAMES, PASSWORDS, OR ANY OTHER PROGRAMS, PROCEDURES OR INFORMATION OF

ANY USER OF THE EMS SERVICE THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD; OR (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES OR ANY WEBSITES WITHIN THE WEBSITES BY ANY THIRD PARTY, IN EACH CASE, REGARDLESS OF WHETHER ONE OR MORE PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COST, OR EXPENSE.

Limitations. IN NO EVENT WILL EMS'S LIABILITY (COLLECTIVELY WITH THE LIABILITY OF EACH OTHER EMS PARTY) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER ANY CONTRACT, WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE, OR OTHER TORT OF ONE OR MORE EMS PARTIES OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT ACTUALLY PAID BY THE CLAIMANT TO EMS WITHIN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR OCCURRENCE UPON WHICH SUCH CLAIM IS BASED. NO ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM, OR DEFENSE BASED ON THE PERFORMANCE OR NON-PERFORMANCE OF EMS'S OBLIGATIONS UNDER ANY CONTRACT, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE, OR OTHER TORT OF ONE OR MORE EMS PARTIES OR ANY OTHER LEGAL THEORY, MAY BE BROUGHT OR ASSERTED BY ANY VISITOR AGAINST EMS OR ANY OTHER EMS PARTY AFTER THE DATE THAT IS SIX (6) MONTHS AFTER THE EVENT OR OCCURRENCE UPON WHICH SUCH ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM, OR DEFENSE IS BASED.

THE FOREGOING IS INTENDED AS A COMPLETE ALLOCATION OF THE RISKS BETWEEN EMS AND EACH VISITOR.

Refunds and Cancellations for Registrants. Regardless of what payment method is selected, it is the event organizer's responsibility to communicate the organizer's refund policy to event registrants ("Registrants") and to issue refunds to Registrants via the payment method that the organizer has selected. The event organizer shall ensure that its refund policy is consistent with these Terms. All communications or disputes regarding refunds are between the event organizer and the Registrants, and EMS will not be responsible or liable for refunds, errors in issuing refunds, or lack of refunds.

Indemnity. Visitor shall indemnify and hold harmless EMS and each other EMS Party from and against any claim, liability, damage, assessment, or expense (including expenses of investigation and defense, and reasonable attorney fees and expenses) of any nature whatsoever sustained, suffered, or incurred for or on account of, or arising from or in connection with, the access to or use of the Websites by Visitor, or resulting from the negligence, misconduct, or criminal acts of Visitor or Visitor's officers, directors, managers, employees, agents, or representatives. This indemnity specifically includes, but is not limited to, any claims brought against EMS, and all direct and indirect damages resulting therefrom, because Visitor: (A) violated any third party right, including without limitation any intellectual property right; or (B) uploaded (1) protected health information or any other violations of the Health Insurance Portability and Accountability Act; or (2) "personal data" (as defined in the European Union's (EU) General Data Protection Regulation (GDPR) of any "data subject" of/in the EU (as defined in the GDPR) without having first obtained both EMS's prior express written consent and each such data subject's express consent to the collection, use and "processing" (as defined in the GDPR) of such data subject's personal data in connection with the EMS Service. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE FOR THE LONGEST PERIOD ALLOWED BY APPLICABLE LAW.

Applicable Law & Disputes. The Visitors access to the Websites and any disputes related thereto, including any rights or obligations arising under these Terms, shall be governed and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of law principles. Visitor agrees to promptly and voluntarily submit to the exclusive jurisdiction of the Iowa state courts located in Cedar Rapids, Iowa or the United States District Court for the Northern District of Iowa located in Cedar Rapids, Iowa (the “Selected Courts”) with respect to any disputes or legal proceedings arising out of or in any way related to Visitor’s access to or use of the Websites or any other part of the EMS Service. Visitor hereby waives all, and agrees not to assert any, defenses with respect to jurisdiction, forum and venue and agrees not to commence or participate in any such disputes or legal proceedings in any court or forum other than the Selected Courts.

Injunctive Relief. Visitor agrees that money damages would not be a sufficient remedy for breach of the “Access” or “Intellectual Property” sections set forth above in these Terms and that EMS shall be entitled to, in addition to any other remedies available to it at law or in equity, specific performance, preliminary injunctive relief, permanent injunctive relief, and other equitable relief for any such breach by Visitor, without the necessity of posting any bonds or having to prove money damages or having to show that money damages are an inadequate remedy.

Attorney Fees and Costs. In the event EMS takes legal action to enforce the terms hereof, Visitor shall pay the reasonable attorney fees and other costs and expenses incurred by EMS in enforcing these Terms.

Notice. EMS may deliver notice to Visitor under these Terms by electronic mail or a general or specific notice on the Websites. Notices to EMS must be in writing and will be deemed given when (a) delivered personally, (b) sent by email to the following email address: Info@emsscanning.com; or (c) sent to address below, in which case notice is deemed given upon receipt:

Event Management Solutions LLC
Attn: Legal Terms
1353 Timberlake CT
Cedar Rapids, IA 52403

Waiver and Amendment. No waiver, amendment or modification of any provision of these Terms shall be binding on EMS unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of EMS; provided, however, these Terms and the Privacy Policy may be amended, modified or replaced as provided in the “Changes” sections set forth herein and therein, respectively.

Entire Agreement and Binding Effect. These Terms and the Privacy Policy comprise the entire agreement between you, as a Visitor, and EMS with respect to the access to and use of the Websites allowed by EMS and supersede all prior agreements between the parties regarding the subject matter contained herein.

Severability. In the event that any provision(s) contained in these Terms and the Privacy Policy shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be enforced to the maximum extent allowed by applicable law and shall be deemed severable to the extent unenforceable, and shall be then construed and enforced in accordance with the remaining provisions thereof.

Last updated: 01/31/2025